

**SOLICITATION FOR OFFERS
FOR
EMERGENCY SATELLITE
COMMUNICATIONS EQUIPMENT AND
SERVICE**



**File No: M 26257 Y
Solicitation No: 2207088**

**SFO Opening Date: May 4, 2006
SFO Opening Time: 10:00 A.M. (CT)**

**State of Louisiana
Office of State Purchasing
April 13, 2006**

**Solicitation for Offers
for
EMERGENCY SATELLITE COMMUNICATIONS EQUIPMENT AND SERVICE**

Part I. Administrative and General Information

1.1 Background

The State of Louisiana, through its Public Safety Services, Office of State Police is receiving funds through the Federal Department of Homeland Security Grant for Emergency Satellite Communication Equipment and Service which may become necessary in the event of any disaster that may impair emergency communications.

The Scope of Work requested is contained in **Exhibit A**.

1.2 Purpose

This Solicitation for Offers (SFO) seeks to impose a competitive process to obtain offers from bona fide, qualified Offerors interested in providing the described emergency satellite communications equipment and service.

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

The parties to the contract for services will be the successful Offeror and the State of Louisiana, Public Safety Services.

1.3 Schedule of Events

Event	Date & Time
SFO issued to prospective Offerors	April 13, 2006
Deadline to receive written inquiries	April 20, 2006
Deadline to answer written inquiries	April 27, 2006
Deadline for submitting offers	May 4, 2006
Notice of Intent to Award	To be scheduled
Contract Initiation	To be scheduled

Note: The State of Louisiana reserves the right to deviate from these dates.

1.4 Definitions

- A. Shall – The term “shall” denotes mandatory requirements per R.S. 39:1556(24).
- B. Must – The term “must” denotes mandatory requirements.
- C. May – The term “may” denotes an advisory or permissible action.
- D. Should –The term “should” denotes desirable.
- E. Contractor – Any person having a contract with a governmental body.
- F. State – The State of Louisiana
- G. Discussions – For the purposes of this SFO presentation, a formal structured means of conducting written or oral communications/presentations with responsible Offerors who submit offers in response to this SFO.

Part II. Offer Information

2.1 Offer Submittal

This SFO is available in electronic form at the LaPAC website, <http://wwwsrch2.doa.la.gov/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the SFO contracting officer with the Office of State Purchasing.

All offers shall be received by the Office of State Purchasing no later than the date and time shown in the Schedule of Events.

Important – Clearly mark the outside of the envelope, box or package with the following information and format:

- **SFO Name: Offer for Emergency Satellite Communications Equipment and Service**
- **File Number: M 26257 Y, Solicitation Number: 2207088**
- **SFO Opening Date: May 4, 2006, 10:00 a.m. CT**

Offers are hereby advised that the U.S. Postal Service does not make deliveries to our physical location.

Offers may be mailed through the U.S. Postal Service to our box at:

Louisiana Office of State Purchasing
P. O. Box 94095
Baton Rouge, LA 70804-9095

Offers may be delivered by hand or courier service to our physical location at:

Louisiana Office of State Purchasing
Claiborne Building
1201 North 3rd Street, Suite 2-160
Baton Rouge, LA 70802

Offeror is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Purchasing is not responsible for any delays caused by the offeror's chosen means of proposal delivery.

Offerors should be aware of new security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Offeror is solely responsible for timely delivery of its offer. Failure to meet the offer opening date and time shall result in rejection of the offer.

2.2 Offer Response Format

Offers should be submitted in letter-size (8-1/2" x 11") format. Offers should follow the format and order of presentation described below:

A. Cover Page

The following information should be included under the title "Solicitation for Offers for Emergency Satellite Communications Equipment and Services":

1. Name of the firm
2. Firm address
3. Firm telephone number
4. Firm federal tax identification number
5. Name, title, address, telephone number, fax number, and email address of contact person authorized to contractually obligate the offeror on behalf of the firm

B. Offer

1. Introduction (transmittal letter)

By signing the letter and/or offer, the offeror certifies that the signor is authorized to bind the offeror. The offer must include:

- a. A brief statement of the offeror's understanding of the scope of the work to be performed.
- b. Be signed by an individual who is authorized to make offers of this nature in the name of the firm making the offer.

2. Approach

- a. Clearly describe the approach and methodologies to be employed in the performance of the Scope of Services.
- b. Present innovative concepts, if any, not discussed in the Scope of Services for consideration.

3. Project Schedule

Delivery is a critical factor with this project. A project timeline must be submitted reflecting milestones and durations for each task to be completed to successfully implement the proposed solution. A final schedule of these tasks will be mutually agreed upon after an offeror is selected.

4. Fee Offer

Provide an itemized price sheet detailing cost of equipment and service.

2.3 Number of Copies

Offeror shall submit one (1) signed original response. Ten (10) additional copies should also be provided.

2.4 Subcontracting Information

The selected firm shall be the prime contractor responsible to the State. Offerors may enter subcontractor arrangements, however, should acknowledge in their offer total responsibility for the entire contract, including payment of any and all charges resulting from the contract.

If the Offeror intends to subcontract for portions of the work, Offeror should provide the specific designations of the tasks to be performed by the subcontractor.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and services herein contracted for without the express written approval of the State.

2.5 Costs Incurred in Preparation of Offer

All costs directly or indirectly related to preparation of an offer responding to this SFO, any oral presentations required to supplement and/or clarify an offer, and any reasonable appearance which may be required by the State in connection with this Solicitation, shall be the sole responsibility of the Offeror, and shall not be reimbursed in any matter by the State of Louisiana.

2.6 Ownership of Offer

All materials submitted in response to this request become the property of the State. Selection or rejection of an offer does not affect this right. All offers submitted will be retained by the State and not returned to offerors.

2.7 Offer Validity

All offers shall be considered valid for acceptance until such time an award is made, unless the Offeror provides for a different time period within its offer response. However, the State reserves the right to reject an offer if the offeror's response is unacceptable and the offeror is unwilling to extend the validity of its offer.

2.8 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a offer identified as such must be clearly marked in the offer and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any offer marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

2.9 Offerors Inquiry Periods

An inquiry period is hereby firmly set for all interested offerors to perform a detailed review of the SFO documents and to submit any written questions relative thereto. *Without exception*, all

questions MUST be in writing and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Inquiries shall not be entertained thereafter.

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires *responsible and interested offerors* to conduct their in-depth proposal review and submit inquiries in a timely manner.

No negotiations, decisions, or actions shall be executed by any offeror as a result of any oral discussions with any state employee or state consultant. The state shall only consider written and timely communications from offerors.

Inquiries shall be submitted in writing by an authorized representative of the offeror, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the state. Answers to questions that change or substantially clarify the SFO shall be issued by addendum and provided to all prospective offerors.

Inquiries concerning this SFO may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing
Attention: Tim Kemp
P. O. Box 94095
Baton Rouge, LA 70804-9095

1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: tim.kemp@la.gov Phone: (225)342-8021/ Fax: (225)342-8688

2.10 Code of Ethics

Offerors are responsible for determining that there will be no conflict or violation of the Louisiana Code of Governmental Ethics, R.S. 42:1101, *et seq.* if their firm is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

2.11 Changes, Addenda, Withdrawals

The State reserves the right to change the calendar of events at any time. The State also reserves the right to cancel or reissue the SFO.

If the offeror needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the offeror, cross-referenced clearly to the relevant offer section, prior to the offer opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the offer.

2.12 Withdrawal of Offer

An offeror may withdraw an offer that has been submitted at any time up to the offer closing date and time. To accomplish this, a written request signed by the authorized representative of the offeror must be submitted to the Office of State Purchasing.

2.13 Cancellation of SFO or Rejection of Offers

Issuance of this SFO in no way constitutes a commitment by the State to award a contract.

The State reserves the right to accept and reject any or all offers, or to cancel this SFO if in the best interest of the State to do so.

2.14 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any offer.

2.15 Acceptance of Offer Content

The mandatory SFO requirements shall become contractual obligations if a contract ensues. Failure of the successful Offerors to accept these obligations shall result in the rejection of the offer.

2.16 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action,

claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non- infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

2.17 Termination

2.17.1 TERMINATION OF THIS AGREEMENT FOR CAUSE – State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days,

begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

2.17.2 TERMINATION OF THIS AGREEMENT FOR CONVENIENCE – The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

2.17.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS - The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated

2.18 Insurance Requirements

Contractor shall furnish the State with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days

notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

2.19 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the

Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

2.20 Offeror's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any offer for \$100,000 or more, the offeror certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>

2.21 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the SFO and/or the Contractor's Offer, the inconsistency shall be resolved by giving precedence first to the final contract, then to the SFO and subsequent addenda (if any) and finally, the Contractor's Offer.

2.22 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this SFO shall be made without the prior approval of the Office of State Purchasing.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

2.23 No Guarantee of Quantities

This is an open-ended requirements contract. The quantities referenced in the Solicitation for Offers are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the offer.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

2.24 Cooperative Purchase

Political subdivisions of the state and quasi state agencies may be permitted to purchase from contracts made by the Office of State Purchasing. The offeror may, at its option, amend this offer so that any contract awarded will not apply to political subdivisions or quasi agencies.

_____ Offeror hereby amends his offer so that any contract awarded will not apply to quasi state agencies or other political subdivisions of the state.

Failure to mark the above will constitute a waiver by offeror of the above option.

2.25 Orders

All state agencies are to issue contract release orders for the items required, as and when needed. Political subdivisions of the state and quasi agencies who have been authorized to purchase from contracts made by the Office of State Purchasing, are to issue their regular purchase orders directly to the supplier, making reference to the contract and item number.

2.26 Non-Exclusivity Clause

This agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

Part III. Minimum Qualifications

Firms submitting offers must have a minimum of five (5) years experience in communications wireless and satellite service. Firms must also be an authorized dealer for a satellite service provider.

Part IV. Scope of Work

4.1 Scope of Work

Exhibit A details the Scope of Work and desired results the State requires of the Contractor.

Public Safety Services will monitor and oversee the performance of the selected Contractor.

4.2 Period of Agreement

The initial period of any contract resulting from this SFO will be twelve (12) months. At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.

Part V. Evaluation and Selection

5.1 Evaluation Team

All responses received as a result of this SFO are subject to evaluation by the State Evaluation Committee for the purpose of selecting the offeror with whom the State shall contract.

To evaluate all offers, a committee whose members have expertise in various areas has been selected. This committee will determine which offerors are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the offerors to make this determination.

Written recommendation for award shall be made to the Office of State Purchasing for the offeror whose offer, conforming to the SFO, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all offers if none are considered in the best interest of the State.

5.2 Mandatory Administrative Evaluation

All offers will be reviewed by the Evaluation Team to determine compliance with mandatory administrative requirements as specified in this SFO. Offers found not to be compliant may be rejected from further consideration.

5.3 Evaluation Criteria

Offers will be evaluated and rated by the Evaluation Team based on, but not limited to, the following:

- Time required for completion of project
- Availability of upon demand bandwidth.
- Technology used.
- Signal latency from remote site to Headquarters
- Reliability of system.
- Response time for on site repair service
- Cost

Financial offer to carry an evaluation factor of 50 points.

Technical offer to carry and evaluation factor of 50 points.

5.4 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with offerors who submit offers determined to be reasonably susceptible of being selected for award. The State reserves the right to enter into an agreement without further discussion of the offer submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarifications may be conducted to enhance the State's understanding of any or all of the offers submitted. Offers may be accepted without such discussions.

5.5 Notice of Intent to Award

Upon review and approval of the Evaluation Team, a Notice of Intent to Award letter will be issued by the Office of State Purchasing. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the State, the State may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Offeror.

OSP will also notify all unsuccessful Offerors as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the Intent to Award letter has been issued.

5.6 Right of Negotiation

The State reserves the right to negotiate with the successful Offeror on terms, conditions, and requirements, including cost.

5.7 Contract Formation

The selected offeror will be expected to enter into a contract which is substantially the same as the sample contract contained in Exhibit B.

EXHIBIT A

SCOPE OF SERVICES

The State of Louisiana, Public Safety Services is seeking a turn-key solution for back-up disaster satellite data links between remote Louisiana State Police Troops, the Louisiana State Police Headquarters Office and the Emergency Operations Center as well as emergency back up for the 700 MHz radio system.

Item 1: Provide connectivity between mobile emergency communications 700 MHz radios system and DPS data center. The mobile Satellite shall have the capability to automatically seek and lock on to the Satellite. The Public Safety Service Data Center dish will be permanently mounted to transmit and receive signals. The bandwidth shall be a minimum of 1meg with QOS capability.

Item 2: Provide connectivity from remote Louisiana State Police Troops, Louisiana State Police Headquarters and the Public Safety Services Headquarters location. The Louisiana State Police Troop locations are:

- Troop L – Covington
- Troop B – New Orleans
- Troop C – Gray
- Troop I – Lafayette
- Troop D – Lake Charles

All satellite dishes may be mounted permanently with a minimum wind loading of 120 MPH. The bandwidth provided shall be T-1 to each location with QOS capability.

Both systems shall have the capability to accommodate keep alive bandwidth for cost saving when the system is not deployed.

Vendor must provide a legal document to guarantee availability of bandwidth to the State of Louisiana, Public Safety Services through the satellite provider in the event that the vendor discontinues providing a satellite access.

System reliability will be a crucial factor in the determination of the successful vendor.

Vendor will provide all necessary equipment and interfacing hardware, perform installation, alignment, and bandwidth-configuration management functions. The vendor shall propose a Satellite point to point solution or a satellite point to multipoint solution or a combination of the two. The solution must support IP based ethernet data to/ from a P25 radio system, and to/ from other networked data.

Latency is a critical factor in selecting a solution. Due to latency constraints of the trunked radio system, the solution must provide the lowest latency possible. Vendor shall provide latency

information in detail, but must not exceed 600 msec.

The satellite data links will incorporate IP Phone appliances and IP-based PBX server at the Master site location. The links shall be compatible to pass internet data IP based P25 data, IP Phone signaling, as well as other ethernet based data. The state will ascertain final system compatibility achievement.

All site links equipment should have higher reliability utilizing higher gain dish(s), and higher power satellite transceiver to be verified by the state.

Contract objectives include the successful assembly, installation, configuration, and provisioning of “keep-alive” and deployed full bandwidth, from:

1. EOC Satellite link to remote Troop satellite links.
2. Master site to radio tower satellite links.

The response to increase the bandwidth from “keep alive” to a full meg must not exceed 12 hours, and must be detailed as to the process and expected response time in the proposal.

EXHIBIT B

SAMPLE GENERIC CONTRACT

STATE OF LOUISIANA

PARISH OF _____

CONTRACT

Be it known, that on this *(Date)* day of *(month)*, *(year)*, the *(Agency Name)* (hereinafter sometimes referred to as "State") and *(Contractor's name and legal address including zip code)* (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein.)

CONTRACT MODIFICATIONS

No amendment or variation of the terms of this Agreement, or any contract entered into as a result of this Agreement, shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

HEADINGS

Descriptive headings in this Agreement are for convenience only and shall not affect the construction or meaning of contractual language.

PAYMENT TERMS

The Contractor awarded a Contract as a result of this SFO shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in the Contract.

DELIVERABLES

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule...

TAXES

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes. Contractor's federal tax identification number is [TO BE COMPLETED]

TERMINATION OF THIS AGREEMENT FOR CAUSE

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

TERMINATION OF THIS AGREEMENT FOR CONVENIENCE

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor awarded a contract as a result of this SFO shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of the Consulting and Support Services Agreement or any contract entered into as a result of this Agreement..

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

WAIVER

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

This paragraph may only apply when software is involved.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs

which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required herein for any contract entered into as a result of this Agreement. Additional insurance coverage may be set forth in the SOW.

LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

SEVERABILITY

If any term or condition of this Agreement, or any contract entered into as a result of this Agreement, or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

ASSIGNMENT

Contractor shall not assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this agreement. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this agreement.

CONFIDENTIALITY

The following provision will apply unless the state agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or any contract entered into as a result of this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

CONTRACT CONTROVERSIES

Any claim or controversy arising out of the agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1524-26 or 39:1673.

RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

SECURITY

Contractor's personnel will comply with all security regulations in effect at the State's premises, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

TERM OF CONTRACT

This Agreement is effective upon OSP approval and will end no later than *<length of term specified in the SFO>*, unless otherwise terminated in accordance with the Termination provision of this Agreement. The State has the right to extend for *<extension language as specified in the SFO>*.

COMMENCEMENT OF WORK

No work shall be performed by Contractor and the State shall not be bound until such time as a Contract is fully executed between the State and the Contractor and all required approvals are obtained.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color,

religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE AGREEMENT

This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

ORDER OF PRECEDENCE

The Solicitation for Offers (SFO), dated _____, and the Contractor's Offer dated _____, are attached hereto and, incorporated into this Agreement as though fully set forth herein. In the event of an inconsistency between this Agreement, the SFO and/or the Contractor's Offer, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Agreement, then to the SFO and finally, the Contractor's Offer.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of (*enter date*).

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____
Title: _____

CONTRACTOR SIGNATURE:

By: _____
Title _____
Phone No.: _____

Approved by:

Director of State Purchasing

Date